

BOND # \_\_\_\_\_

INSURANCE ☐TRAFFIC CONTROL PLAN ☐

## Permit Fees:

- \$200.00 asphalt, curb & gutter, sidewalk
- \$100.00 park strip, unpaved right-a-way, Encroachment

 Permit Fee: \$ \_\_\_\_\_  
 (NON-REFUNDABLE)
**EXCAVATION / ENCROACHMENT PERMIT & AGREEMENT**

**Murray City Public Services Department  
 4646 South 500 West  
 Murray, UT 84123**

Application Date: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Permit # \_\_\_\_\_

Work Location: \_\_\_\_\_

Purpose of Excavation: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Name of Contractor: \_\_\_\_\_ State License Number: \_\_\_\_\_

Responsible Party: \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

Cell Phone: (     ) \_\_\_\_\_ Email \_\_\_\_\_

Pavement Type: \_\_\_\_\_ Approx. Size: Length \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Construction Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ proposed Comp. Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Applicant agrees to meet all Murray City Public Works Road Cut Standards & Specification as published by Murray City Engineering Department. This permit is valid forty-five (45) days from issue date.**

Authorized Signature: \_\_\_\_\_

**\*\* N O T E \*\***

**PERMITS MUST BE TAKEN OUT 48 HOURS IN ADVANCE OF ANY CUTS AND PRESENT AT THE WORK LOCATION AT ALL TIMES. CONTRACTOR SHALL NOTIFY INSPECTOR 24 HOURS IN ADVANCE BEFORE ANY WORK CAN PROCEED. FAILURE TO ACTIVATE PERMIT MAY RESULT IN A CITATION.**

To activate permit contact Sam Adams at (801-270-2402) or [sadams@murray.utah.gov](mailto:sadams@murray.utah.gov).

**Special Conditions:**


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## MURRAY CITY EXCAVATION / ROAD CUT REQUIREMENTS

1. **Excavation Permit & Agreement.** The applicant must complete the Excavation Permit & Agreement form, and be familiar with Murray City Standards and Specifications.
2. **Access Agreements.** This Permit is only valid for work in City Right-of-Ways. The Applicant / Contractor must obtain easements and or access agreements for all work outside of the City Right-of-Way
3. **Bond.** The applicant, in conjunction with their surety company, is required to complete a Murray City Corporation Excavation bond form. Murray City requires the use of their bond form and the bond needs to be continuous until cancelled in the amount of \$10,000.00. The bond guarantees that the excavated street or public right-of-way is restored or repaired by the applicant in accordance with city specifications, or, if the repair work is done by the city, to guarantee reimbursement to the city for that work. The amount of the bond may be increased or decreased at the discretion of the City Engineer whenever it appears that the amount and cost of the work to be performed may vary from the amount of the bond. The bond shall be conditioned that the applicant shall guarantee the materials and workmanship for a period of three years from completion of such work, reasonable wear and tear excepted.
4. **Insurance.** The applicant must furnish a certificate of insurance in a company authorized to issue insurance by the state showing that the applicant has a comprehensive general liability and property damage policy that includes contractual liability coverage with minimum limits of \$1,000,000.00 for injuries, including accidental death to any one person; in an amount not less than \$2,000,000.00 on account of injuries sustained in any one accident; and property damage insurance in an amount not less than \$1,000,000.00 for each accident. Murray City shall be named as a named insured on the policy.
5. **Permit Fees.** The applicant shall pay the Public Services Department the following fee deposit before a permit will be issued, these fees are nonrefundable.
  - A. For excavations within asphalt or concrete, \$200.00 minimum.
  - B. For Encroachment or excavations within park strip or unpaved right-a-way, \$100.00 minimum.
6. **Activation/Inspection.** Activation of permit must be scheduled with the inspector 24 hours prior to commencing work, 48 hours if work is scheduled on weekends or holidays. Failure to activate may result in a citation.
7. **Noncompliance in work zone.** If permit holder fails to comply with Murray City requirements, specifications or instructions pertinent to the permit, subsequent permits may not be issued.
8. **Traffic Control Plan.** The applicant shall also submit a formal traffic control plan which must meet the department's approval as a condition for the issuance of the permit. (Must meet MUTCD standards). Failure to comply with Murray City Code 12.16.060 (Traffic Control Devices Required around Excavations) may result in a citation.
9. **Trench Backfill.** All trench backfill material shall be a 3" minus imported granular backfill meeting AASHTO M 145 classification A-1-a. (**Do not use gravel or sewer rock**). Place material at a maximum lift thickness of 8" before compaction. Back fill material shall be compacted to 95% of the modified proctor density as determined by ASTM 1557. Compaction testing may be required and shall be conducted by a certified materials testing lab at the contractors/permit holders expense. Should applicant find it necessary to change this method or any part of it, approval must be obtained from the City Engineer.
10. **Flowable Fill.** Use flowable fill in excavations that are too narrow to receive compaction equipment. Provide 28 day 60 psi controlled low strength material as specified in Section 31 05 15 of APWA 2012 Standard Specifications.
11. **Asphalt Saw Cut.** All excavations in roadways shall be saw cut at least 1 foot beyond the excavation in all directions to form a "T" patch. Remove additional pavement to a painted lane strip, a lip of gutter, a curb, an existing pavement patch, or an edge of the pavement if such street feature is within 2' of the second cut.
12. **Asphalt Patchwork.** All Asphalt patchwork shall be done by an approved asphalt paving company or by Murray City Street Department. Provide full tack coat coverage on all vertical surfaces. Asphalt patch material for all roadways shall be AC-20 DM 1/2". A Performance Grade asphalt mix may be required on high traffic roadways as determined by the City Engineer. Patch thickness shall be existing thickness + 1" (4" min. residential, 6" min. arterials and collectors). Compaction testing may be required and shall be conducted by a certified materials testing lab at the contractors / permit holders expense. Do not patch if surface is wet or weather is unsuitable (no frost in ground, 46 degrees F and rising). Do not patch if wind or ground cools mix material before compaction. Paving standards are as outlined in Section 32 12 16.13 of APWA 2012 Standard Specifications.
13. **Winter Moratorium.** Between November 15<sup>th</sup> and March 15<sup>th</sup>, Road Cut Permits will only be issued for emergency utility repairs and will be reviewed on a case by case basis. Any exceptions will need to be approved by the City Engineer and Public Services Director. It's the responsibility of the applicant / utility company to comply with any special conditions imposed by the City regarding restoration of the roadway for emergency cuts. Asphalt placed between November 15<sup>th</sup> and March 15<sup>th</sup> will be considered temporary and will need to be replaced when weather conditions are suitable.
14. **No Cut Roads.** Murray City has a NO CUT policy on roads newer than 3 years. If a road cut is absolutely necessary, extreme measures must be met to ensure that the road cut is placed back in the same or better condition, which may include mill and overlaying the proposed road cut area. (**Reference Murray City Moratorium Standard and Restoration**).
15. **Concrete Placement.** Before any concrete is placed the contractor must call for an inspection 24 hours prior to placement. It is the contractor's responsibility to adhere to Murray City Standards and Specifications regarding concrete placement. If Murray City Standards are not followed, the concrete done will be removed and replaced at the expense of the applicant. (**Reference Murray City Cold Weather Concrete Placement**).
16. **Painted Traffic Lines and Markings.** Any Painted traffic lines and markings disturbed during the excavation shall be re-painted in the same location with materials meeting City Standards.
17. **Storm Water Pollution Prevention.** Catch basins and storm drain inlets within 300 feet of the excavation location must be protected from dewatering, sediment, excavated materials, and general construction debris.
18. **Clean Up.** Upon completion of the excavation and patchwork the area shall be swept and returned to original condition.

## Murray City Moratorium Standard

This standard applies to new streets, streets that have been reconstructed, overlaid streets and streets that have been slurry sealed.

- **New Streets/Reconstructed Streets:** New streets/reconstructed streets shall not be cut for (3) years from the time of completed construction.
- **Overlaid Streets:** Overlaid streets shall not be cut for (3) year from the time the street was overlaid.

If an emergency utility cut is absolutely necessary within the three year moratorium period, the Special Restoration Standard will apply. This Special Restoration Standard continues for (3) years after the moratorium ends for all New Streets and Overlaid Streets. **The engineer reserves the right to require an overlay over the full width of the street to restore the roadway to the original condition**

## Special Restoration Standard

This standard applies to new streets, streets that have been reconstructed, overlaid, and slurried street.

Prior to the mill and overlay, the trench will be reconstructed per City Standards. The patch shall be placed in compliance with APWA plan no. 255 entitled 'Asphalt Concrete "T" Patch.

- **New Streets/Reconstructed Streets:** (For Three years after moratorium ends), the asphalt surface shall be milled down a minimum depth of two (2) inches fifteen (15) feet each way of the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes. The engineer reserves the right to require an area length greater than fifteen (15) feet each way of cut or a depth greater than two (2) inches if deemed appropriate to restore the roadway to the original condition.
- **Overlaid Streets:** (For three years after moratorium ends), the asphalt surface shall be milled down a minimum depth of two (2) inches fifteen (15) feet each way of the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes. The engineer reserves the right to require an area length greater than fifteen (15) feet each way of cut or a depth greater than two (2) inches if deemed appropriate to restore the roadway to the original condition
- **Slurried Streets:** (For one year after placement only), an area not less than fifteen (15) feet from the edge of the cut (full traffic lane width) shall be re-slurry sealed with an approved Type II slurry.

## Between November 15<sup>th</sup> and March 15<sup>th</sup>/Emergency Permits Only

Between November 15<sup>th</sup> and March 15<sup>th</sup>, Road Cut Permits will only be issued for emergency utility repairs and will be reviewed on a case by case basis. Any exceptions will need to be approved by the City Engineer and Public Services Director. It's the responsibility of the applicant / utility company to comply with any special conditions imposed by the City regarding restoration of the roadway for emergency cuts. Asphalt placed between November 15<sup>th</sup> and March 15<sup>th</sup> will be considered temporary and will need to be replaced when weather conditions are suitable.

**For more information, contact the Engineering Department at (801) 270-2440.**

BOND #: \_\_\_\_\_

**EXCAVATION BOND**

To Cover Excavation on Property, Right-of-Ways and Highways  
Belonging to Murray City Corporation

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are jointly and severally held firmly  
bound unto Murray City State of Utah, as Oblige, in the sum of \$ \_\_\_\_\_, lawful  
money of the United States for which payment well and duly to be made, we and each of us bind  
ourselves and each of our successors and assigns jointly and severally by these presents.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, Principal has signed this bond and said Surety has caused  
these presents to be signed by its duly authorized officer and its corporate seal to be affixed  
hereto. The conditions of this obligation are such that:

WHEREAS, Principal has or is about to obtain from the Oblige, a permit(s) for making  
excavations in connection with underground utilities, waterways, or other improvements within  
the Public Way of Murray City; and

WHEREAS, Principal is required by ordinance to file with the Murray City Public  
Services Department a bond acceptable to the City guaranteeing that all excavation work in  
Public Way of Murray City shall be restored in accordance with the standard specifications of  
Murray City; NOW, THEREFORE, the condition of this obligation is such that on or after the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Principal shall in all respects comply with all the  
applicable terms, conditions, provisions, requirements and specifications of the Murray City  
Development Code, Murray City Traffic Code, Murray City Design Standards and Murray City

Standard Specifications and the terms and conditions upon which the said permit(s) have been approved, and which terms and conditions will be incorporated by reference in said excavation permit(s) when issued, and shall fully perform his, their or its obligations in completing the work for which said permit is issued, and shall well and truly and in a manner satisfactory to the Murray City Public Services Department, complete the work described in said approved permit(s), and shall save harmless and indemnify Murray City, State of Utah from any loss, costs, expense or damage incurred through the failure of the Principal, its agents, and servants to complete the work as required by the any law, statute, ordinance, rules, regulations or requirements which pertain to such permits, included but not limited to the Murray City Design Standards and Murray City Standard Specifications and as may be further specified in his approved permit(s), or from any damages growing out of the negligence of the Principal or its agents, servants or employees and in particular shall restore all excavations made with the Public Way of Murray City in accordance with the specifications of Murray City and shall guarantee restoration of the work site, normal wear and tear excepted, for a period of three (3) years from the date of restoration for all the excavations made by Principal under such permit(s).

This obligation shall remain in full force and effect and this bond shall be deemed continuous in form and shall remain in force and effect for all excavations in the Public Way of Murray City made by Principal pursuant to all such permits approved by Murray City on or after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ unless terminated or canceled in the manner hereafter provided. The Surety herein reserves the right to withdraw as such surety except as to any liability already incurred hereunder or as to any future liability which may incur from work pursuant to a permit already issued at the time of withdrawal by the giving of thirty (30) days written notice of withdrawal sent by certified mail to the Principal and to the Murray City Engineer.

Regardless of the period this bond shall be in force, the aggregate liability of the Surety hereunder shall at no time exceed the penal sum of the bond.

IN WITNESS WHEREOF, said Principal has signed these presents and said Surety has caused these presents to be signed by its duly authorized officers and its corporate seal to be affixed hereto the day and year first hereinabove set forth.

Principal:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

SURETY:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

STATE OF UTAH     )  
                              : ss.  
County of Salt Lake    )

(Surety)

\_\_\_\_\_, being first duly sworn on oath,  
deposes and says: that s/he is the Attorney-in-Fact of \_\_\_\_\_, a  
corporation organized under the laws of the State of \_\_\_\_\_ and that s/he is duly  
authorized to execute and deliver the foregoing obligation; that the said \_\_\_\_\_  
is authorized to execute the same, and has complied in all respects with the laws of the State of  
Utah, in reference to becoming the sole surety upon bonds, undertakings and obligations.

\_\_\_\_\_  
Attorney-in-Fact

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, Residing in \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

(Attach Power of Attorney)

STATE OF UTAH     )  
                              : ss.  
County of Salt Lake    )

(Complete if Principal is an individual)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, presently appeared before  
me \_\_\_\_\_, the signer(s) of the foregoing instrument,  
who duly acknowledged to me he/she (they) executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, Residing in \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )

(Complete if Principal is Corporation)

: ss.

County of Salt Lake )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, who is being by me dully sworn, did say that s/he is the \_\_\_\_\_ of \_\_\_\_\_, said corporation by authority of its Board of its Directors, and s/he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, Residing in \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )

(Complete if Principal is an individual)

: ss.

County of Salt Lake )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, presently appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a partnership, and that the foregoing instrument was signed in behalf of said partnership and that said partnership executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, Residing in \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_